

General Terms and Conditions for Consulting, Training, Data Acquisition and other Services

This is a translation from the German language. Legally binding is exclusively the German text.

1. Contractual Basis

In addition to the contractual agreements, the General Terms and Conditions for consulting, training and other services in the respectively relevant version at the date of the contract conclusion as well as the legal provisions are effectual for the consulting, training and other services of the imds professional GmbH & Co. KG (imds professional). Any General Standard Terms and Conditions that are contradictory to or any contractual basis on the part of the contractor that correspond to this basic terms of contract are considered as waived by conclusion of the contract.

2. Conclusion of a Contract

The contractual relationship begins when imds professional has sent a written acknowledgment of order to the contractor.

The contractor can not claim an acknowledgment of order. If an order can not be accepted by imds professional the contractor will be informed immediately.

3. Withdrawal from the Contract

The contractor can withdraw from the contract without giving reasons and free of charge 15 days before the announced performance date at the latest. The period of time is only kept, if the notice of withdrawal reaches imds professional within the agreed time limit.

If the notice of withdrawal reaches the imds professional within the 15th and 7th day before the announced performance date, 50 % of the stipulated fee will be charged as lump-sum compensation. Nevertheless the assertion of further claims of damages will remain unaffected.

If the notice of withdrawal reaches the imds professional within the last 7 days before the announced performance date, the total of the stipulated fee will be charged as lump-sum compensation. Nevertheless the assertion of further claims of damages will remain unaffected.

The withdrawal from contract is impossible as from the announced performance beginning.

The imds professional is allowed to withdraw from the contract, if unpredictable performance obstacles, for which the imds professional can not hold responsible, prevent the service provision as fixed in the acknowledgment of order and if the overcoming of the performance obstacle is unacceptable for imds professional. In particular it can be considered as unacceptable, if the possibilities for imds professional to change the offered performance (cypher 6) can not remove the performance obstacle or if the imds professional has once made use of adequate possibilities without overcoming the performance obstacle.

Each withdrawal has to be effected in writing. In the first instance a transmitted fax will be sufficient to keep the written form and the period of time provided that the original notice of withdrawal will be forwarded as soon as possible.

All further legal rights of both parties to withdraw from a contract remain incidentally unaffected of the provisions of this cypher.

4. Termination of Contract

All legally effective contracts can be terminated contractually within a period of time of one week by both parties, if the payment was assessed in days or weeks. If the remuneration was not assessed in payment intervals,

the contract can be terminated within a period of 4 weeks until the end of the quarter. In other respects the statutory periods concerning the termination of services have to be applied (§ 621 BGB → German Civil Code).

The termination of contract is impossible as from the announced performance beginning.

The right to terminate without notice in case of a substantial reason remains unaffected.

5. Performance of the Imds Professional

The imds professional renders its services according to the acknowledgment of order and the principles of an orderly professionalism and provides qualified staff in a sufficient number.

The imds professional has the right to call in a third party in order to fulfill their obligation.

6. Performance Changes

Deviations from the acknowledgment of order as regards contents are allowed without any restrictions, if the performance objective is maintained by imds professional.

A replacement of the designated instructor or rather consultant by imds professional is allowed, if the new instructor or rather consultant has the necessary expert knowledge.

A change of the stipulated performance date by the imds professional is allowed using equitable discretion, if:

- a) the designated instructor or rather consultant is prevented for the short term and unable to provide the service, or
- b) the performance is impossible for the short term at the stipulated location.

If a data input service (IMDS-system) was stipulated in the order, changes regarding the period of performance are allowed without any restrictions by the imds professional, provided that the imds professional can not hold responsible for the delay in time.

7. Time of Performance

The performance of the imds professional starts with the first-time appearance of the instructor or rather consultant at the stipulated place and time of performance. This applies also to the case when documents are provided before the performance date.

The obligation for the imds professional to perform ends at the end of the day, on which the last required partial service was provided.

If a data input service (IMDS-System) was stipulated in the order, the obligation to perform starts with the beginning of the data input and ends with the input of the last data as agreed upon in the contract.

8. Cooperation of the Contractor

Regardless of possible contractual agreements in particular cases the contractor is going to support the performance of the imds professional free of charge. In this regard the contractor is going to lay down particularly all necessary conditions within its company, so that the obligation owed by the imds professional can be fulfilled without providing any further services in advance. This includes i. a. the planning and organization of the required preparatory training for their own employees making use of the rendered services. Furthermore the contractor is

going to inform the imds professional in time about the existing background knowledge of these employees.

Moreover the contractor is going to nominate a contact person, who is authorized to make a declaration of intention in case such a declaration is required for the implementation and continuation of the performance.

If rights of use, rights of exploitation or similar rights of third parties are required for the performance, the contractor is going to secure them in time and confirm the existence of all required rights to the imds professional.

9. Property Rights and Copyrights

All documents or other provided, tangible or intangible objects received by the imds professional on which property rights can be applied, remain in their property until the contractor has paid the complete stipulated fee.

If in conjunction with the performance works are received by the imds professional, on which copyrights can be applied (§§ 2 ff. German Copyright Law), there are also regularly protected through copyrights. This is why all works received by the imds professional may exclusively be used in conjunction with the performance. Any kind of copying, distribution or use not conforming to the contract is prohibited.

If in conjunction with the performance documents for the teaching lessons (e.g. descriptions, translations, drawings) are compiled, all property and copyrights are devolved to the imds professional. In case the imds professional possesses the relevant rights, the imds professional allows the contractor a not exclusive, not transferable and temporally unlimited right of use only for the internal use excepting the internal use for educational purposes. As regards related companies the internal use means only the use between the contracting companies.

If in conjunction with the performance data processing programmes or parts of them are worked out in the form of source programmes or object programmes by the contractor or its employees, then the contractor exclusively possesses all possible property and/or copyrights. In either case the performance of the imds professional is confined to impart specialized knowledge or give advice and provide information, even if programme codes in the form of source programmes or object programmes will be provided by them.

10. Service Fees

The imds professional's claim for the stipulated fees arises by sending the acknowledgment of order to the contractor.

The fees will regularly become due by sending the invoice to the contractor and become payable strictly net within 10 calendar days after the date of invoice.

The invoice will regularly be issued at the end of the performance by the imds professional. If the performance takes longer than one month, then the invoice will be issued and sent monthly to the contractor.

11. Delay in Payment/Interest on Late Payments

If the contractor does not pay within the term of payment he falls behind. A demand for payment is not necessary on the part of imds professional as the sent invoice has to precede the payment and a reasonable time for payment is given, that has to be calculated as from the date of invoice according to the calendar.

During the delay in payment the contractor has to pay an interest on late payment amounting to 8 % per year over the base interest rate.

The further assertion of legal rights at debtor's delay remains unaffected thereof.

12. Limitation of Liability for Imds Professional

The imds professional can only hold liable for damages, that were caused grossly negligent or intentionally by the imds professional, one of its legal representatives or its vicarious agents.

A possible claim for damages is - as regards the amount of loss - limited to the size of account, unless mandatory legal provisions are contradictory to the preceding.

In case the damage affects the life, body or health of a person, the legal provisions are effective.

In particular the imds professional is not liable for a breakdown of the telecommunication installations, lines and networks, or for indirect or direct consequences of such a breakdown, as far as the installations, lines or networks are operated by a third party.

Furthermore the imds professional can not hold liable if the participant does not pass the exam or does not receive an issued certificate as consequence of the provided performance.

The imds professional can neither hold liable for a given advice or information nor for the utilisation or rather the usability of acquired knowledge.

The imds professional can not hold liable for damages of the contractor or third parties resulting from computer viruses, as far as the damage was not caused grossly negligent or intentionally by the imds professional, one of its legal representatives or its vicarious agents.

The imds professional can not hold liable for damages resulting - as a direct or indirect consequence - from an unauthorized access on the part of any third party to the telecommunication or data processing installations of the contractor or third parties.

The imds professional can not hold liable for provided price information for services of third parties.

The imds professional can only hold liable for delays, that were caused grossly negligent or intentionally by the imds professional, one of its legal representatives or its vicarious agents, if the owed obligation comprises exclusively a data input service (IMDS-System).

13. Application of Law and Place of Jurisdiction

The legislation of the Federal Republic of Germany will exclusively be applied to the contractual relationship and its implementation.

The court that is functionally and locally competent for the place of business of the imds professional is also in charge of all legal proceedings resulting from this contract.

14. Data Privacy Protection

Regarding to § 33 of the German Data Protection Law the imds professional points out that personal data will be collected, used, saved and processed within the framework of conclusion and implementation of the contract, also through third parties.

The imds professional is entitled to process and use the inventory data of its customers and participants for public relations, consulting services, market research and the preparation of offers meeting the requirements of the market.

In accordance with § 34 of the German Data Protection Law the imds professional will provide complete information about the respectively stored data by request at any time and free of charge to every legally entitled person, provided that this data concern this legally entitled person.